

AWARD/CONTRACT J		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DOA4		PAGE OF 1		PAGES 8			
2. CONTRACT (Proc. Inst. Ident.) NO. SP0750-03-C-3085		3. EFFECTIVE DATE 2003 SEP 29		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. YPC03258000518							
5. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: PLLXCBF (614)692-1278 /FAX: (614)693-1574 E-mail: Julie.Brill@dla.mil		CODE SP0700		6. ADMINISTERED BY (If other than Item 5) S1002A DCMA ORLANDO 3555 MAGUIRE BLVD ORLANDO FL 32803-3726		CODE S1002A		PAS: None			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) NICHOLS DIESEL ENGINE SERVICES INC DBA FLA CORP 2900 KURT STREET EUSTIS FL 32726-6520				8. DELIVERY <input type="checkbox"/> FOR ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT NET 30 days					
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM 12					
				11. SHIP TO/MARK FOR CODE 69712		FACILITY CODE		12. PAYMENT WILL BE MADE BY CODE HQ0338 HQ0338 DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P O BOX 182264 COLUMBUS OH 43218-2264 EFT: T			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(e) () <input type="checkbox"/> 41 USC 253(e) ()				14. ACCOUNTING AND APPROPRIATION DATA CG: 97X4930 5CC0 001 26.0 S33150							
15A. ITEM NO.		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT		15E. UNIT PRICE		15F. AMOUNT	
		See Schedule									
15G. TOTAL AMOUNT OF CONTRACT										\$835854.50	

16. TABLE OF CONTENTS									
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	H	SPECIAL CONTRACT REQUIREMENTS							

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number SP07000 , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER SHARON K. ECKARD			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY <i>Sharon K Eckard</i> (Signature of Contracting Officer)		20C. DATE SIGNED 9/26/03	

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YPC03202000903 HAS BEEN REPLACED BY YPC03258000518 UNDER THIS SAME
SOLCITATION NUMBER SP0750-03-R-2230.

EXTREMELY URGENT REQUIREMENT. EARLY DELIVERY IS DESIREABLE AT NO EXTRA
COST TO THE GOVERNMENT.

CLAUSE F_19 (Time of Delivery).

CLIN	QUANTITY	DAYS ARO
0001AA	500	60
0001AB	1000	90
0001AC	444	120
0002AA	556	120
0002AB	1000	150
0002AC	1000	180
0002AD	1091	210

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SECTION B

PR: YPC03258000518
NSN: 2910-01-125-3996

ITEM DESCRIPTION:

NOZZLE, FUEL INJECTION.

NOTE: REMANUFACTURED/REBUILT INJECTORS ARE
"NOT" ACCEPTABLE FOR THIS NSN - ONLY NEW OEM
INJECTORS ARE ACCEPTABLE.

CRITICAL APPLICATION ITEM

DETROIT DIESEL CORP.

(72582) P/N 5229630

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AA	YPC03258000518	0001	500	EA	\$149.50000	\$74750.00

QTY VARIANCE: PLUS 0% MINUS 0%
INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

60 DAYS ADO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AB	YPC03258000518	0001	1000	EA	\$149.50000	\$149500.00

QTY VARIANCE: PLUS 0% MINUS 0%
INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

90 DAYS ADO

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001AC	YPC03258000518	0001	444	EA	\$149.50000	\$66378.00

QTY VARIANCE: PLUS 0% MINUS 0%
INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

120 DAYS ADO

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999

QUP = 001: PRES MTHD = ZZ: CLNG/DRY = X: PRESV MAT = XX:

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SECTION B

PR CONT'D
WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:
UNIT CONT = XX: OPI = O:
INTRMDTE CONT = XX: INTRMDTE CONT QTY = XXX:
PACK CODE = U:
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.
PALLETIZATION SHALL BE IN ACCORDANCE WITH DC1636P001 REV E
DATED 3029
SUPPLEMENTAL INSTRUCTIONS

PRESERVATION AND PACKAGING SHALL BE
IAW ASTM-D3951, COMMERCIAL PACKAGING.

DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH
MIL-STD-129 (LATEST REVISION) MARKING AND BAR
CODING IN ACCORDANCE WITH AIM BCL.

PARCEL POST ADDRESS:

W62G2T
XU DEF DIST DEPOT SAN JOAQUIN
TRANSPORTATION OFFICER
PO BOX 960001
STOCKTON CA 95296-0130

FREIGHT SHIPPING ADDRESS:

W62G2T
XU DEF DIST DEPOT SAN JOAQUIN
25600 S CHRISMAN ROAD
REC WHSE 10 PH 209 839 4307
TRACY CA 95376-5000

NON-MILSTRIP
PROJ

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	YPC03258000518	0002	556	EA	\$149.50000	\$83122.00
QTY VARIANCE: PLUS 0% MINUS 0%						
INSPECTION POINT: ORIGIN						
ACCEPTANCE POINT: ORIGIN						

120 DAYS ADO

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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SECTION B

0002AB PR CONT'D
YPC03258000518 0002 1000 EA \$149.50000 \$149500.00

QTY VARIANCE: PLUS 0% MINUS 0%
INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

150 DAYS ADO

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	YPC03258000518	0002	1000	EA	\$149.50000	\$149500.00

QTY VARIANCE: PLUS 0% MINUS 0%
INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

180 DAYS ADO

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	YPC03258000518	0002	1091	EA	\$149.50000	\$163104.50

QTY VARIANCE: PLUS 0% MINUS 0%
INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

210 DAYS ADO

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
MIL-STD-2073 PACKAGING DATA SAME AS PRIOR LINE

PARCEL POST/FREIGHT ADDRESS:

SW3215
DEF DIST DEPOT BARSTOW
CENTRAL RECEIVING WHSE 7
BARSTOW CA 92311-5014

NON-MILSTRIP
PROJ

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NOTICE

A06 - DELIVERY INSTRUCTIONS FOR NEW CUMBERLAND, PA and TRACY, CA (DSCC 52.211-9C41) (OCT 2000)

It is the contractors responsibility for requiring carriers to telephone the Consignee's Transportation Officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement.

Carriers may experience delays if notification requirements are not made.

DDSP New Cumberland Facility
Phone: (717) 770-6969
New Cumberland, PA

Defense Distribution Depot San Joaquin
Stock, Warehouse 10 - Phone (209) 839-4307
CCP, Warehouse 30 - Phone (209) 839-4518
Tracy, CA

SECTION B

B03 - DSCC WEB SITE (DSCC 52.204-9C03) (OCT 2002)

The DSCC Master Solicitation is available on the Internet via the DSCC Web Site at <http://DIBBS.dscclia.mil>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/1cp.htm>

SECTION D

D02a - PACKAGING AND MARKING REQUIREMENTS (DSCC 52.246-9C41) (MAR 2002)

Packaging and marking requirements for items being procured shall be accomplished as stated herein. (See Section R)

The items identified in Section B shall be Preserved, Packaged, Packed and Marked in accordance with MIL-STD-2073-1D and Marked in accordance with MIL-STD-129N.

D03 - PACKING LIST/INVOICE/SHIPPING DOCUMENTS (JUN 2000) (DSCC 52.211-9C17)

(a) A packing list, invoice, or shipping documents shall accompany or be included in ALL shipments.
(b) The document(s) shall include the following:
Complete MARK FOR including requisition (TCN) number; Order Number; CLIN; National Stock Number (NSN) or Part Number if NSN is not available; Quantity; Unit of Issue; and Preparation for Delivery requirements such as MIL-STD-2073 Coded Packaging, QUP, and Military Preservation Methods.
(c) In addition for all DIRECT SHIPMENTS to overseas AND domestic consignees, including shipments to Consolidation and Containerization, the documentation with complete MARK FOR INFORMATION is to be placed in a water-resistant envelope securely attached to the outside of the shipping container/ exterior pack. (This paragraph 'c' is not applicable to shipments to a Government Packing Facility)

D07 - LABELS (JUL 2001) (DSCC 52.211-9C18)

DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and Consolidation and Containerization Points and must be used in accordance with 4.3 of MIL-STD-129N. Although use of the DD Form 1387 is not required, it is preferred for shipments to CONUS locations as well. (Labels are not required for Parcel Post shipments to any destination.) A copy of the DD Form 1387 may be downloaded at www.dscclia.mil/Offices/Packaging/Forms.html.

D08 - SHIPPER'S DECLARATION FOR DANGEROUS GOODS (MAR 2002) (DSCC 52.211-9C20)

Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly packed and marked in accordance with military publication Preparation of Hazardous Materials for Military

Air Shipment, AFM 24-204/TM 38-250/NAVSUP PUB 505/MCO P4030.19H, DLAI 4145.3. A Shipper's Declaration for Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129N and the military publication cited above.

D14 - PALLETIZATION REQUIREMENTS (DSCC 52.211-9C01) (JUL 2002)

Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads. Complete information concerning requirements for palletization can be found at:

<http://www.dscclia.mil/downloads/packaging/dc1636p001.doc>

SECTION E

E02 - INSPECTION OF SUPPLIES-FIXED PRICE (FAR 52.246-2) (AUG 1996)

E03 - INSPECTION AT ORIGIN (DSCC 52.246-9C01) (JUN 2001)

(a) Inspection for compliance with contract requirements will be performed at origin by an authorized Government inspector.

(b) Inspection prior to shipment will be based on the following:

(1) For CLIN(S) described by a Military or Federal specification or purchase description contractor must present evidence showing compliance with all contract and specification requirements including preparation for delivery.
(2) For CLIN(S) described by manufacturer's name/code and part number,

(i) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and assure that item will serve its intended purpose by performing examinations and tests to determine (A) completeness of item, (B) absence of rust, contamination, or deterioration, (C) correct identification, (D) absence of any damage, and (E) compliance with preparation for delivery. If the contractor is not the manufacturer of the supplies, evidence must be furnished to establish that the supplies were produced by the manufacturer.

(ii) The word 'manufacturer' means the actual manufacturer of each CLIN. The QAR may require that evidence be furnished establishing the name and address of the plant that manufactures each CLIN to assure that a domestic product is being supplied.

(3) For CLIN(S) designated as Former Government Surplus (whether described by manufacturer's name/code and part number, or by Military or Federal specification or drawing); the original package markings of each item shall be verified to previous Government contract number and part number (as specified in DLAD Clause 52.211-9000, Section I of the award). Any deviation from this number shall be cause for rejection of the item.

Note: Additional inspection requirements may be required, based on the evaluation of the surplus offer, by the procuring activity. Such additional requirements, if necessary, will be identified before the award.

(c) Inspection Points:

SUPPLIES

(X) Same as Offeror
Applicable to CLIN(s): ALL

() Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s):

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Applicable to CLIN(s):

PACKAGING

(X) Same as Offeror

Applicable to CLIN(s): ALL

() Same as above

() Other (CAGE, Name, Street Address, City, State and Zip Code)

Applicable to CLIN(s):

Applicable to CLIN(s):

E04 - ACCEPTANCE AT ORIGIN (DSCC 52.246-9C02) (NOV 1995)

Acceptance will be performed by an authorized Government Representative at origin. The point of acceptance will be the point of last inspection before shipment unless otherwise indicated by the offeror.

NOTE: For contracts awarded on F.O.B. Destination basis, contractor must comply with FAR 52.247-48, FOB Destination - Evidence of Shipment, in order for payment to be made prior to receipt of the supplies at destination. Contracts for commercial items awarded under Part 12 procedures must be in accordance with the requirements of 52.212-5.

E06 - MATERIAL INSPECTION AND RECEIVING REPORT (DFARS 252.246-7000) (DEC 1991)

E15 - CERTIFICATE OF CONFORMANCE (FAR 52.246-15) (APR 1984)

E18 - PRODUCT VERIFICATION TESTING (DLAD 52.246-9004) (JUN 1998)

E21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246-9C10) (FEB 2003)

This clause is applicable when surplus materials are accepted (DLAD 52.211-9000), when a Certificate of Conformance (FAR 52.246-15) supports or forms the basis for acceptance of supplies at origin by the Government, or when acceptance is performed by the Government at destination.

(a) The contractor warrants for a period of one year that the supplies at time of delivery conform to all contract requirements. If this warranty is breached, the Government at its option may (1) reject the supplies and require refund of contract price; or (2) require contractor at its expense to repair or replace the supplies; or (3) repair or correct the

supplies and charge the contractor for the costs incurred; or (4) retain the supplies and require an equitable adjustment in the contract price. The Government shall mail or otherwise furnish notice to the contractor of the breach of this warranty within one year after date of delivery, inform the contractor of the option exercised, and require the contractor to take action accordingly. Any disputes as to the breach of this warranty shall be resolved under the Disputes clause of the contract.

(b) The contractor shall mark warranty items as required by paragraph 5.2.7, MIL-STD-129(n), 'Standard Practice for Military Marking'.

(c) The rights hereby provided the Government shall not be affected by other clauses concerning the conclusiveness of inspection and acceptance and are in addition to and do not limit any rights of the Government under other clauses of this contract.

SECTION F

F04 - POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (DSCC 52.247-9C04) (JAN 2003)

(a) DCMA Administered Orders: Contact the Transportation Officer at the administering DCMA location.

(b) DSCC Administered orders:

(1) DSCC-OT, PO Box 3990, Columbus, OH 43216-5000

Telephone (614) 692-2175

Telephone (614) 692-7038 ('S9C' - Construction)

Telephone (614) 692-7039 ('S9E' - Electronics)

(COLLECT CALLS WILL NOT BE ACCEPTED)

(2) Shipping Instructions must be requested by completing the form found at Attachment 1 of the DSCC Master Solicitation. Requests may be made by facsimile to 614-692-3703/6905. A return fax number should be included in your request. The DSCC Master solicitation is located at: <http://DIBBS.dsccl.dla.mil/refs/provclauses/>.

F05 - SHIPPING INSTRUCTIONS (DOMESTIC) (DSCC 52.247-9C02) (MAY 2002)

Comply with paperwork requirements of Clause D03 (DSCC 52.211-9C17), 'PACKING LIST/INVOICE/SHIPPING DOCUMENTS'.

MAIL INSTRUCTIONS (NOT applicable to APO/FPO addresses):

Route domestic shipments within mail limitations as follows based on the TP (Transportation Priority) reflected in the 'MARK FOR' data with each CLIN. Commercial small parcel carrier (e.g., UPS or Federal Express) is an acceptable mode of shipment to domestic addresses.

(1) Ship all NMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER.

(2) Ship TP 1 and 2 (IPD 01-08) by PRIORITY MAIL or most economical comparable mode.

(3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by SURFACE PARCEL POST (Fourth Class) or most economical comparable mode.

(4) The cost of parcel post insurance will NOT be paid by the Government.

FREIGHT INSTRUCTIONS (DOMESTIC)

(1) Ship all NMCS, 777, and 999, regardless of TP or distance COMMERCIAL SMALL PARCEL CARRIER.

(2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use AIR FREIGHT and specify AIR on the invoice.

EXCEPTIONS: If destination is within 600 miles of origin, use regular surface transportation.

(3) For all other freight shipments contact the cognizant transportation officer for delivery and carrier routing instructions (see clause F04, DSCC 52.247-9C04).

(4) Advance telephonic notice of delivery must be given by the carrier to the Consignee's Transportation officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within CONUS and Canada are shown 'in the clear' with each individual CLIN on Schedule Continuation Sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on Schedule Continuation Sheet(s) in each order.

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Aug 18 03 02:50p
08/14/03 14:28

Nichols
614 692 1402

3525894428
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SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DOA4		PAGE OF PAGES 1 23	
2. CONTRACT NO.		3. SOLICITATION NO. SP0750-03-R-2230		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2003 AUG 08	
7. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16784 Columbus, OH 43216-5010		CODE SP0700		R. ADDRESS OFFER TO (If other than Item 7) Defense Supply Center Columbus ATTN: DSCC-FBAA (Bid Opening Room 130, Bldg. 20) 3990 E. Broad St. P.O. Box 16653 Columbus, OH 43216-5009 For carrier service and freight numbers - See Back 2		6. REQUISITION/PURCHASE NO. YPC03202000903	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, at the depository located in Lobby (White Bid Box), Bldg 20, 3990 E. Broad St., Columbus, OH 43213 until 1:00 PM local time 2003 AUG 18.
FAX Number(s): (614) 692-4275 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Sharon Corum, PLLD/DCI	
	B. PHONE / FAX (NO COLLECT CALLS) (614) 692-2842 / FAX: (614) 692-1402	C. E-MAIL ADDRESS Sharon.Corum@dia.mil

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X	E	INSPECTION AND ACCEPTANCE	5				
X	F	DELIVERIES OR PERFORMANCE	6	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	13
	G	CONTRACT ADMINISTRATION DATA		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	15
X	H	SPECIAL CONTRACT REQUIREMENTS	7	X	M	EVALUATION FACTORS FOR AWARD	18

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date (or receipt of offers specified above, or within any or all items upon which prices are offered in the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	30 CALENDAR DAYS %	60 CALENDAR DAYS NET %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR NICHOLS DIESEL ENGINE SERVICES INC. 2900 KURT ST EUSTIS, FL 32724	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) [Signature]
---	--

15B. TELEPHONE NO. (Include area code) 352 589 4422	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE [Signature]	18. OFFER DATE 8/18/03
--	--	------------------------------	---------------------------

15D. FAX NO.
352 589 4428

15E. E-MAIL ADDRESS
SERVICE@NICHOLSDIESEL.COM

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION.
☐ 41 U.S.C. 2304(c) () ☐ 41 U.S.C. 253(a) ()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than Item 7) CODE

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

28. AWARD DATE

IMPORTANT - Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.

NSN 7540-01-152-8064
PREVIOUS EDITION NOT USABLE

FORM 33 (Rev. 9-97)

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA
FAR (48 CFR) 53.214(e)

Aug 18 03 02:50p

Nichols

3525894428

p.3

08/14/03 14:27

0814 692 1402

DSCC-LAND

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SECTION B

PR: YPC03202000903

NSN: 2910-01-125-3996

ITEM DESCRIPTION:

NOZZLE, FUEL INJECTION.

NOTE: REMANUFACTURED/REBUILT INJECTORS ARE

'NOT' ACCEPTABLE FOR THIS NSN -- ONLY NEW
INJECTORS ARE ACCEPTABLE.

CRITICAL APPLICATION ITEM

DETROIT DIESEL CORP.

(72582) P/N 5229630

(DLAD 52.217-9002 is applicable)

TO BE COMPLETED BY ALL OFFERORS:

Offer based on:

Manufacturer's Name

DETROIT Diesel Corp.

Part Number

5229630

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	YPC03202000903	0001	1944	EA	\$ 149.50	\$ 290628.00

DELIVER FOB: See Clause

QTY VARIANCE: PLUS See Clause MINUS See Clause

INSP/ACCEP POINT: See Clause

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SECTION B

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999

QUP = 001: PRES MTHD = ZZ: CLNG/DRY = X: PRESV MAT = XX:

WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:

UNIT CONT = XX: OPI = 0:

INTRMDTE CONT = XX: INTRMDTE CONT QTY = XXX:

PACK CODE = U9

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.

SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.

PALLETIZATION SHALL BE IN ACCORDANCE WITH DCL636P001 REV E

DATED 3029

SUPPLEMENTAL INSTRUCTIONS

PRESERVATION AND PACKAGING SHALL BE
IAW ASTM-D3951, COMMERCIAL PACKAGING.DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH
MIL-STD-129 (LATEST REVISION) MARKING AND BAR
CODING IN ACCORDANCE WITH ATM BCL.

PARCEL POST ADDRESS:

W62G2T

XU DEF DIST DEPOT SAN JOAQUIN

TRANSPORTATION OFFICER

PO BOX 960001

STOCKTON

CA 95296-0130

FREIGHT SHIPPING ADDRESS

W62G2T

XU DEF DIST DEPOT SAN JOAQUIN

25600 S CHRISMAN ROAD

REC WHEB 10 PH 209 839 4307

TRACY

CA 95376-5000

NON-MILSTRIP

PROJ

ITEM	PR	PR/L	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	YPC03202000903	0002	3647	EA	\$ 149.50	\$ 545226.50

DELIVER FOB: See Clause

QTY VARIANCE: PLUS See Clause MINUS See Clause

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SECTION B					
INSP/ACCEP POINT: See Clause					
PREP FOR DELIVERY:					
PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999					
MIL-STD-2073 PACKAGING DATA SAME AS PRIOR LINE					
PARCEL POST ADDRESS:					
W25G1U					
XU TRANSPORTATION OFFICER					
DDSP NEW CUMBERLAND FACILITY					
BUILDING MISSION DOOR 113 134					
NEW CUMBERLAND PA 17070-5001					
FREIGHT SHIPPING ADDRESS					
W25G1U					
TRANSPORTATION OFFICER					
DDSP NEW CUMBERLAND FACILITY					
BUILDING MISSION DOOR 113-134					
NEW CUMBERLAND PA 17070-5001					
NON-MILSTRIP					
PROJ					

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<p>Full text of all DSCC/DSCC clauses listed within this individual solicitation are contained in the DSCC Master Solicitation, current version found at http://DSCC.dcc.dia.mil/refer/provisions. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at http://www.dia.mil/1-3/3-336/icps.htm. The clauses/provisions incorporated by reference have the same force and effect as if they were in full text; however, those having no bearing on the instant acquisition become self-deleting. In the event of an inconsistency between the Master Solicitation and the individual solicitation/award, the provision of the individual solicitation/award shall govern.</p> <p>DSCC NOTE - PAYMENT BY ELECTRONIC WIRE TRANSFER - CENTRAL CONTRACTOR REGISTRATION: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be printed in the Remittance Address field of this contract/order.</p> <p>A04 - FOR COURIER SERVICE AND/OR CONTRACTOR HANDCARRIED OFFERS (DSCC 52.215-9C03) (JAN 2001)</p> <p>RFPs and IPAs (generally large purchase offers, \$100,000 and over) when being hand carried (Courier service or other means) shall be placed in the White Bag Box, located at DSCC in the lobby of building 30, 1990 E. Broad St., Columbus, OH 43211.</p> <p>NOTICE</p> <p>A05 - DELIVERY INSTRUCTIONS FOR NEW CUMBERLAND, PA and TRACY, CA (DSCC 52.211-9C41) (OCT 2000)</p> <p>It is the contractor's responsibility for requiring carriers to telephone the Consignee's Transportation Officer (Transport Control/Preload Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bill of lading must be annotated to reflect this requirement.</p> <p>Carriers may experience delays if notification requirements are not made.</p> <p>D02P New Cumberland Facility Phone: (717) 770-6963 New Cumberland, PA</p> <p>Defence Distribution Depot San Joaquin Slough, Warehouse 10 - Phone (209) 839-4307 CCP, Warehouse 30 - Phone (209) 839-4318 Tracy, CA</p> <p>SECTION B</p> <p>B03 - DSCC WEB SITE (DSCC 52.204-9C03) (OCT 2002)</p> <p>The DSCC Master Solicitation is available on the Internet via the DSCC Web Site at http://DSCC.dcc.dia.mil. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at http://www.dia.mil/1-3/3-336/icps.htm.</p> <p>SECTION D</p> <p>D02a - PACKAGING AND MARKING REQUIREMENTS (DSCC 52.246-9C41) (MAR 2002)</p> <p>Packaging and marking requirements for items being procured shall be accomplished as stated herein. (See Section D)</p> <p>The items identified in Section D shall be preserved, packaged, packed and marked in accordance with MIL-STD-2073-1D and marked in accordance with MIL-STD-129N.</p> <p>D03 - PACKING LIST/INVOICE/SHIPPING DOCUMENTS (JUN 2000) (DSCC 52.211-9C17)</p> <p>(a) A packing list, invoice, or shipping documents shall accompany or be included in ALL shipments.</p> <p>(b) The document(s) shall include the following: Complete MARK FOR including requisition (TCN) number; Order Number; CLIN; National Stock Number (NSN) or Part Number if</p> <p>NSN is not available; Quantity; Unit of Issue; and Preparation for Delivery requirements such as MIL-STD-2073 Coded Packaging, OUP, and Military Preservation Methods.</p> <p>(c) In addition for all DIRECT SHIPMENTS to overseas AND domestic consignees, including shipments to Consolidation and Containerization, the documentation with complete MARK FOR INFORMATION is to be placed in a water-resistant envelope securely attached to the outside of the shipping container/ exterior pack. (This paragraph 'c' is not applicable to shipments to a Government Packing Facility)</p> <p>D07 - LABELS (JUL 2001) (DSCC 52.211-9C18)</p> <p>DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and consolidation and containerization points and must be used in accordance with 4.3 of MIL-STD-129N. Although use of the DD Form 1387 is not required, it is preferred for shipments to COMUS locations as well. (Labels are not required for Parcel Post shipments to any destination.) A copy of the DD Form 1387 may be downloaded at www.dcc.dia.mil/Offices/Packaging/Forms.html.</p> <p>D08 - SHIPPER'S DECLARATION FOR DANGEROUS GOODS (MAR 2002) (DSCC 52.211-9C20)</p> <p>Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly packed and marked in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment, AFM 24-704/TM 38-250/NAVSUP PUB 505/MCO P4030.18M, DLA 4145.3. A shipper's Declaration for Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129N and the military publication cited above.</p> <p>D11 - PALLETIZATION REQUIREMENTS (DSCC 52.211-9C01) (JUL 2002)</p> <p>Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads. Complete information concerning requirements for palletization can be found at:</p> <p>http://www.dcc.dia.mil/downloads/packaging/dm136p001.doc</p> <p>SECTION E</p> <p>E01 - CLAUSES INCORPORATED BY REFERENCE</p> <p>FAR 52.246-26 - Responsibility for Supplies (APR 1964)</p> <p>E02 - INSPECTION OF SUPPLIES-FIXED PRICE (FAR 52.246-2) (AUG 1996)</p> <p>E03 - INSPECTION AT ORIGIN (DSCC 52.246-9C01) (JUN 2001)</p> <p>(a) Inspection for compliance with contract requirements will be performed at origin by an authorized Government inspector.</p> <p>(b) Inspection prior to shipment will be based on the following:</p> <p>(1) For CLIN(S) described by a Military or Federal specification or purchase description contractor must present evidence showing compliance with all contract and specification requirements including preparation for delivery.</p> <p>(2) For CLIN(S) described by manufacturer's name/code and part number.</p> <p>(i) Contractor must present evidence of performance of all quality assurance requirements specified in the contract and ensure that item will serve its intended purpose by performing examinations and tests to determine (A) completeness of item, (B) absence of rust, contamination, or deterioration, (C) correct identification, (D) absence of any damage, and (E) compliance with preparation for delivery. If the contractor is not the manufacturer of the supplies, evidence must be furnished to establish that the supplies were produced by the manufacturer.</p> <p>(ii) The word "manufacturer" means the actual manufacturer of each CLIN. The OAK may require that evidence be furnished establishing the name and address of the plant</p> <p>CONTINUED ON NEXT PAGE</p>			

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- (1) DSCC-OT, PO Box 1930, Columbus, OH 43216-8000
Telephone (614) 692-2175
Telephone (614) 692-7038 ('S9C' - Construction)
Telephone (614) 692-7039 ('S9E' - Electronics)
(COLLECT CALLS WILL NOT BE ACCEPTED)
- (2) Shipping Instructions must be requested by completing the form found at Attachment 1 of the DSCC Master Solicitation. Requests may be made by facsimile to 614-692-3703/6905. A return fax number should be included in your request. The DSCC Master solicitation is located at: <http://DSCC.DODC.DIA.MIL/refs/provelauses/>.

P05 - SHIPPING INSTRUCTIONS (DOMESTIC) (DSCC 52.247-9C03)
(MAY 2002)

Comply with paperwork requirements of Clause D03 (DSCC 52.211-9C17), "PACKING LIST/INVOICE/SHIPPING DOCUMENTS".

MAIL INSTRUCTIONS (NOT applicable to APO/FPO addresses):
Route domestic shipments within mail limitations as follows based on the TP (Transportation Priority) reflected in the "MARK YOUR" docs with each CLIN. Commercial small parcel carrier (e.g., UPS or Federal Express) is an acceptable mode of shipment to domestic addresses.

- (1) Ship all MMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER.
(2) Ship TP 1 and 2 (JPD 01-08) by PRIORITY MAIL or most economical comparable mode.
(3) Ship TP 3 (TPN 09-15) and all stock locations (not TP coded) by SURFACE CARRIER, FOOT (Pouch Class) or most economical comparable mode.
(4) The cost of parcel post insurance will NOT be paid by the Government.

FREIGHT INSTRUCTIONS (DOMESTIC)

- (1) Ship all MMCS, 777, and 999, regardless of TP or distance COMMERCIAL SMALL PARCEL CARRIER.
(2) For TP 1 and 2 (JPD 01-08) weighing under 250 pounds, use AIR FREIGHT and specify AIR on the invoice. EXCEPTIONS: If destination is within 600 miles of origin, use regular surface transportation.
(3) For all other freight shipments contact the cognizant transportation officer for delivery and carrier routing instructions (see clause P04, DSCC 52.247-9C04).
(4) Advance telephonic notice of delivery must be given by the carrier to the Consignee's Transportation officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bill of lading must be annotated to reflect this requirement. Addressee for direct shipments within CONUS and Canada are shown 'in the clear' with each individual CLIN on Schedule Continuation Sheet(s) in each order. Addressee for stock shipments are shown with each individual CLIN on Schedule Continuation Sheet(s) in each order.

F23 - REQUIRED TIME OF DELIVERY (DSCC 52.211-9C37)
(JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

Item No.	Quantity	Within Days After Date of Contract
ALL	5,591	60 days

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Item No.	Quantity	Within Days After Date of Contract
ALL	500	60 DAYS
	1000	90 DAYS
	1000	120 DAYS
	1000	150 DAYS

F23 - F.O.B. - DESTINATION (FAR 52.247-34) (NOV 1991)

1000	180 DAYS
1091	210 DAYS

SECTION H

H17 - SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (OCT 2001) (DFARS 252.211-7009)

(d) Absent a determination that an SPI price is not acceptable for this procurement, the Contractor shall use the following SPI procedures in lieu of military or federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item and Subline Item Number,
Component,
or Element.

SECTION I

I01 - CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1999)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.dia.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>

NOTE: If not applicable becomes self-deleting.

- FAR 52.202-1 - Definitions (DEC 2001)
FAR 52.203-1 - Gratuities (APR 1984)
FAR 52.203-3 - Covenant Against Contingent Fees (APR 1994)
FAR 52.203-4 - Restriction on Subcontractor Sales to the Government (JUN 1995)
FAR 52.203-7 - Anti-Kickback Procedures (JUL 1995)
FAR 52.203-8 - Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
FAR 52.203-10 - Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions (JUN 2003)
FAR 52.204-2 - Security Requirements (AUG 1996) (Applicable only when access to classified information is required.)
FAR 52.204-4 - Printed or Copied Double-Sided or Recycled Paper (AUG 2000)
FAR 52.209-6 - Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
FAR 52.211-5 - Material Requirements (AUG 2000)
FAR 52.211-15 - Defense Priority and Allocation Requirements (SEP 1990)
FAR 52.215-2 - Audit and Records-Negotiations (JUN 1995)
FAR 52.215-8 - Order of Precedence - Uniform Contract Format (OCT 1997)
FAR 52.215-10 - Price Reduction for Defective Cost or Pricing Data (> \$550,000) (MAY 2001)
FAR 52.215-11 - Price Reduction for Defective Cost or Pricing Data - Modifications (> \$550,000) (OCT 1997)
FAR 52.215-12 - Subcontractor Cost or Pricing Data (> \$550,000) (OCT 1997)
FAR 52.215-13 - Subcontractor Cost or Pricing Data - Modifications (> \$550,000) (OCT 1997)
FAR 52.215-14 - Integrity of Unit Prices (OCT 1997), Alternate I (OCT 1997)
FAR 52.215-15 - Pension Adjustments and Asset Reversion (FEB 1997)
FAR 52.215-17 - Waiver of Facilities Capital Cost of Money (OCT 1997)
FAR 52.215-18 - Reversion or Adjustment of Plans for Postretirement Benefits (PAB) Other Than Pensions (> \$550,000) (OCT 1997)
FAR 52.215-19 - Notification of Ownership Changes (> \$550,000) (OCT 1997)
FAR 52.219-0 - Utilization of Small Business Concerns (OCT 2000)
FAR 52.219-9 - Small Business Subcontracting Plan (> \$500,000), Alternate II (OCT 2001)
FAR 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)
FAR 52.222-1 - Notice to the Government of Labor Disputes (FEB 1997)
FAR 52.222-3 - Convict Labor (JUN 2001)
FAR 52.222-4 - Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000)
FAR 52.222-15 - Child Labor - Cooperation with Authorities and

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Remedies (SEP 2002) FAR 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996) FAR 52.222-21 - Prohibition of Segregated Facilities (FEB 1996) FAR 52.222-25 - Equal Opportunity (APR 2002) FAR 52.222-29 - Notification of Visa Denial (JUN 2003) FAR 52.222-35 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1989) FAR 52.222-36 - Affirmative Action for Workers With Disabilities (JUN 1999) FAR 52.222-37 - Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (Applicable with FAR 52.222-35) FAR 52.222-38 - Compliance with Veterans' Employment Reporting Requirements (DEC 2001) FAR 52.222-39 - Toxic Chemical Release Reporting (JUN 2003) (Applicable with FAR 52.222-13) FAR 52.225-13 - Restrictions on Certain Foreign Purchases (JUN 2003) (Deviation) FAR 52.225-14 - Inconsistency Between English Version and Translation of Contract (FEB 2000) FAR 52.227-1 - Authorization and Consent (JUL 1975) FAR 52.227-2 - Notice and Assistance Regarding Patent and Copyright Infringement (APR 1996) FAR 52.229-1 - Federal, State, and Local Taxes (JUN 2003) FAR 52.229-6 - Taxes - Foreign Fixed-Price Contracts (JAN 1971) FAR 52.230-2 - Cost Accounting Standards (> \$500,000) (APR 1998) FAR 52.230-3 - Disclosure and Consistency of Cost Accounting Practices (APR 1998) FAR 52.230-4 - Consistency in Cost Accounting Practices (> \$500,000) (NOV 1992) FAR 52.230-6 - Administration of Cost Accounting Standards (> \$500,000) (NOV 1999) FAR 52.232-1 - Payments (APR 1984) FAR 52.232-8 - Discounts for Prompt Payment (FEB 2002) FAR 52.232-11 - Retainers (APR 1984) FAR 52.232-17 - Interest (JUN 1996) FAR 52.232-23 - Assignment of Claims (JAN 1996) FAR 52.232-25 - Prompt Payment (FEB 2002) FAR 52.233-1 - Disputes (DEC 1998), Alternate I (DEC 1991) FAR 52.233-3 - Protest After Award (APR 1996) FAR 52.242-12 - Report of Shipment (RESHIP) (JUN 2003) FAR 52.242-13 - Bankruptcy (JUL 1995) FAR 52.242-2 - Subcontracts (AUG 1998) FAR 52.244-4 - Competition in Subcontracting (DEC 1996) FAR 52.245-1 - Property Reversion (APR 1984) FAR 52.246-18 - Warranty of Supplies of a Complex Nature (MAY 2001), Alternate IV (APR 1984) FAR 52.246-19 - Warranty of Systems and Equipment under Performance Specifications or Design Criteria (MAY 2001), Alternate III (APR 1984) FAR 52.246-23 - Limitation of Liability (FEB 1997) FAR 52.247-1 - Commercial Bill of Lading Notations (APR 1984) FAR 52.247-62 - Preference for U.S. - Flag Air Carriers (JUN 2003) FAR 52.248-1 - Value Engineering (FEB 2000) FAR 52.249-1 - Termination for Convenience of the Government (Fixed-Price) (Short Form) (JAN 1984) FAR 52.249-2 - Termination for Convenience of the Government (Fixed-Price) (EEP 1996), Alternate II FAR 52.249-8 - Default (APR 1984) FAR 52.251-1 - Computer Generated Forms (JAN 1991) DFARS 252.203-7001 - Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (MAR 1999) DFARS 252.203-7002 - Display of DoD Hotline Poster (> \$5M) (DEC 1991) DFARS 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991) DFARS 252.204-7003 - Control of Government Personnel Work Products (MAR 2000) DFARS 252.205-7000 - Provision of Information to Cooperative Agreement Holders (> \$500,000) (DEC 1991) DFARS 252.208-7000 - Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty (NOV 1995) DFARS 252.209-7004 - Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998) DFARS 252.215-7000 - Pricing Adjustments (> \$50,000) (DEC 1991) DFARS 252.216-7002 - Cost Estimating System Requirements (> \$500,000) (OCT 1998) DFARS 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (> \$500,000) (APR 1996) DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994) DFARS 252.223-7003 - Change in Place of Performance -		Ammunition and Explosives (DEC 1991) DFARS 252.223-7004 - Drug-Free Work Force (SEP 1998) DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (APR 2003) DFARS 252.225-7002 - Qualifying Country Sources as Subcontractors (APR 2003) DFARS 252.225-7004 - Reporting of Contract Performance Outside the U.S. (Over \$500,000) (APR 2003) DFARS 252.225-7005 - Identification of Expenditures in the United States (APR 2002) DFARS 252.225-7012 - Preference for Certain Domestic Commodities (FEB 2003) DFARS 252.225-7014 - Preference for Domestic Specialty Metals (APR 2003) DFARS 252.225-7016 - Restriction on Acquisition of Ball and Roller Bearings (APR 2003) DFARS 252.225-7021 - Trade Agreements (Over \$150,000) (APR 2003) DFARS 252.225-7025 - Restriction on Acquisition of Forgings (APR 2003) DFARS 252.225-7033 - Waiver of United Kingdom Levies (APR 2003) DFARS 252.225-7034 - Buy American Act-North American Free Trade Agreement (APR 2003) DFARS 252.225-7038 - Restriction on Acquisition of Air Circuit Breakers (APR 2003) DFARS 252.225-7041 - Correspondence in English Language (JUN 1997) DFARS 252.225-7001, Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts (SEP 2001) DFARS 252.231-7000 - Supplemental Cost Principles (DEC 1992) DFARS 252.232-7000 - Assignment of Claims (Overseas) (JUN 1997) DFARS 252.233-7001 - Choice of Law (Overseas) (JUN 1997) DFARS 252.242-7000 - Post Award Conference (DEC 1991) DFARS 252.242-7003 - Application for U.S. Government Shipping Documentation/Instructions (Use with FAR 52.242-10 (DEC 1991) DFARS 252.242-7004 - Material Management and Accounting System (DEC 2000) DFARS 252.243-7001 - Pricing of Contract Modification (DEC 1991) 104 - Y2K COMPLIANCE NOTICE (DLAD 52.239-9000) (JUN 2002) 107 - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-33) (MAY 1999) 111 - REQUIRED CENTRAL CONTRACTOR REGISTRATION (DFARS 252.204-7004) (NOV 2001) (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr.gov . 112 - DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) (DLAD 52.233-9001) (a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternate dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute. (b) Before either party determines ADR inappropriate, that party must dismiss the use of ADR with the other party. One documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1, or, for the agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DIA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate. (c) If you wish to opt out of this clause, check here [] 117 - GOVERNMENT SURPLUS MATERIAL (DLAD 52.211-9000) (APR 2002) (a) Definition. 'Surplus material,' as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the Defense Reutilization and Marketing Service (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms 'surplus' and 'Government surplus' are used CONTINUED ON NEXT PAGE	

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interchangeably in this clause.			
<p>(b) The Offeror agrees to complete this clause and provide supporting documentation as necessary to demonstrate that the surplus material being offered was previously owned by the Government and meets solicitation requirements. The Offeror must provide this information and any supporting documentation on or before the date that quotes/offers are due; or within the timeframe specified by the Contracting Officer, if additional documentation is requested after submission of the offer. Failure to provide the requested information and supporting documentation within the timeframe requested may result in rejection of the offer. Unless the solicitation states otherwise, Offerors of surplus material are authorized to open packages, inspect material, and re-seal packages. Each time this is done, the Offeror's authorized representative or inspector must sign the packages where they were resealed and annotate the date of inspection.</p> <p>(c) With respect to the surplus material being offered, the Offeror represents that:</p> <p>(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. Yes () No () The material conforms to the technical requirements cited in the solicitation (e.g., contractor and Government Entity (CAGE) code and part number, specification, etc.). Yes () No () The material conforms to the revision letter/number, if any is cited. Yes () No () Unknown () If no, the revision offered does not affect form, fit, function, or interface. Yes () No () Unknown () The material was manufactured by:</p> <p>(Name) _____</p> <p>(Address) _____</p> <p>(2) The Offeror currently possesses the material. Yes () No () If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source. Yes () No () If yes, provide the information below:</p> <p>Government Selling Agency _____</p> <p>Contract Number _____</p> <p>Contract Date (Month, Year) _____</p> <p>Other Source _____</p> <p>Address _____</p> <p>Date Acquired (Month/Year) _____</p> <p>(3) The material has been altered or modified. Yes () No () If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.</p> <p>(4) The material has been reconditioned. Yes () No () If yes, (i) the price offered includes the cost of reconditioning/re refurbishment. Yes () No (); and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components. Yes () No () If yes, the price includes replacement of cure-dated components. Yes () No ()</p> <p>(5) The material has data plates attached. Yes () No () If yes, the Offeror must attach below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer. (6) The offered material is in its original package. Yes () No () If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)</p> <p>Contract Number _____</p> <p>NSN _____</p> <p>Page Code _____</p> <p>Part Number _____</p> <p>Other Markings/Data _____</p> <p>(7) The Offeror has supplied this same material (National Stock Number) to the Government before. Yes () No () () If yes, (i) the material being offered is from the same original Government contract number as that provided previously. Yes () No (); and (ii) state below the Government Agency and contract number under which the material was previously provided:</p> <p>Agency _____</p> <p>Contract Number _____</p> <p>(8) The material is manufactured in accordance with a specification or drawing. Yes () No () If yes, (i) the specification/drawing is in the possession of the Offeror. Yes () No (); and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. Yes () No ()</p> <p>Specification/Drawing Number _____</p> <p>Revision (if any) _____</p> <p>Date _____</p> <p>(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes () No () If yes, (i) Material has been re-preserved. Yes () No (); (ii) Material has been repackaged. Yes () No (); (iii) Percentage of material that has been inspected is % and/or number of items inspected is ; and (iv) a written report was prepared. Yes () No () If yes, the Offeror has attached it or forwarded it to the Contracting Officer. Yes () No ()</p> <p>(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.</p> <p>(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):</p> <p>() For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award,</p>			
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Statement and Release Document.			
<p>() For DRMS Commercial Venture (CV) sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to recall the material.</p> <p>() For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.</p> <p>() For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/invitation for bid and corresponding DRMS Form 1437.</p> <p>() When the above documents are not available, or if they do not identify the specific MGN being acquired, a copy or facsimile of all original package markings and data, including MGN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c) (6) of this clause. Yes () No ())</p> <p>() When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.</p>			
<p>(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation have not been previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.</p> <p>(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.</p> <p>(h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another location specified by the Contracting Officer, within 10 days after the Contracting Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in the evaluation will be returned at the Offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used, and items furnished under any contract award to the Offeror furnishing the samples can include the returned samples, and all acceptable and items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other contract examinations and tests required by the contract, inspection examinations and tests will be required to be as the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.</p> <p>(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.</p> <p>(j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.</p>			
118 - PRIORITY RATING (DLAD 52.211-9002) (MAR 2000)			
<p>120 - PRODUCTION FACILITY CHANGES (DSCC 52.215-9C04) (APR 1985)</p> <p>156 - NOTICE OF SUBCONTRACTING PLAN (DSCC 52.219-9C03) (FEB 2003)</p> <p>(Applicable only to offers in excess of \$500,000 inclusive of option value.)</p> <p>When requested by the Contracting Officer, the apparent successful offeror must submit within fifteen (15) calendar days its subcontracting plan in accordance with FAR 52.219-9 (for negotiated acquisitions) or FAR 52.219-9 Alternate 1 (for sealed bid acquisitions), which are incorporated by reference, or furnish evidence to establish that no subcontracting will be required for the specific purpose of performing the proposed award. Failure to respond to the Contracting Officer's request by furnishing a subcontracting plan or evidence to establish that no subcontracting will be required for the specific purpose of performing the proposed award shall be cause for rejection of offer. Where a commercial product is offered and a company/division wide plan has been previously submitted and approved, the offeror shall submit a copy of the approved plan along with evidence of prior approval.</p> <p>A sample subcontracting plan format is available for use at http://www.dscclia.mil/downloads/bac/subcontracting_plan_form_at.doc</p> <p>NOTE 1: In order to facilitate and expedite the processing of a subcontracting plan when requested by the Contracting Officer, the offeror shall furnish the data elements in the same sequence as set forth in paragraphs (d) of the applicable clause.</p> <p>NOTE 2: If the contract contains a requirement to send a copy of the SF294 Subcontracting Report for Individual Contracts to the ACO at DSCC-00, a copy of the SF294 report is also to be submitted to DSCC-00, P.O. Box 1990, Columbus, OH 43216-8000, fax number 614-692-4920.</p> <p>NOTE 3: EPA has developed a web-site at http://web.epa.gov/subcont to assist prime contractors in meeting or exceeding their subcontracting goals. Primes are encouraged to post subcontracting opportunities in the form of solicitations or notices that can be viewed by other business concerns who may be able to provide needed supplies/services.</p>			
<p>158 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52.223-3) (JAN 1997)</p> <p>MATERIAL IDENTIFICATION. (If none, insert 'None')</p>			
<p>161 - ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)</p> <p>(b) (2) Submit this estimate to Defense Supply Center Columbus, DSCC- (See ADMINISTRATION BY block on face of award document) PO BOX 16704, Columbus, OH 43216-8010</p>			
<p>CERTIFICATION</p> <p>I, _____ (name of certifier), an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.</p> <p>Signature of the Officer or Employee _____</p> <p>Typed Name of the Officer or Employee _____</p> <p>Title _____</p> <p>Name of Company, Firm, or Organization _____</p> <p>Date _____</p> <p>(end of certification)</p> <p>CONTINUED ON NEXT PAGE</p>			

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<p>(c) The contractor shall submit this certification and estimate upon completion of the contract to Defense Supply Center Columbus, PO Box 16/04, Columbus OH 43216-5010.</p> <p>162 - UNKNOWN-DEPLETING SUBSTANCES (FAR 52.223-11) (MAY 2001)</p> <p>WARNING</p> <p>Contains for manufactured with, if applicable</p> <p>a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.</p> <p>The Contractor shall insert the name of the substance(s).</p> <p>163 - HAZARD WARNING LABELS (DFARS 252.223-7001) (DEC 1991)</p> <p>MATERIAL ACT (If none, insert 'None')</p> <p>164 - MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (DLM 52.223-9000) (MAR 1992)</p> <p>(2) Check here () if an MSDS accompanies your offer. Where this is the case, the MSDS must be identified to the offer, and must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number, and, where so identified, the National Stock Number (NSN).</p> <p>167 - DUTY FREE ENTRY (DFARS 252.225-7013) (APR 2003)</p> <p>172 - DATA - ENGLISH LANGUAGE (DSCC 52.227-9004) (JUL 1984)</p> <p>174 - SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003)</p> <p>176 - TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7013) (MAY 2001)</p> <p>(c)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S. flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:</p> <table border="1"> <thead> <tr> <th>Item:</th> <th>Contract Description:</th> <th>Line Items:</th> <th>Quantity:</th> <th>Total:</th> </tr> </thead> <tbody> <tr> <td colspan="5">178 - CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (DSCC 52.248-9001) (OCT 2000)</td> </tr> </tbody> </table> <p>NOTE: MIL-STD-973 has been cancelled effective September 30, 2000 (MIL-STD-973, Notice 4), but is still required for the procurement and control of this item. Copies of MIL-STD-973, Notice 3, which includes the base document, may be obtained from: http://assist2.daps.dla.mil/quicksearch/</p> <p>179 - ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (DLM 52.249-9000) (MAY 1988)</p> <p>If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled 'Default,' and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$2,400 as payment in full for the administrative costs of such repurchase apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.</p>					Item:	Contract Description:	Line Items:	Quantity:	Total:	178 - CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (DSCC 52.248-9001) (OCT 2000)																																																																														
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<p>180 - AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)</p> <p>1105 - REQUESTS FOR EQUITABLE ADJUSTMENT (DFARS 252.243-7002) (MAR 1998)</p> <p>1111 - DRUG-FREE WORKPLACE (FAR 52.223-6) (MAY 2001)</p> <p>1112 - SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (DFARS 252.244-7000) (MAR 2000)</p> <p>1116 - PROGRESS PAYMENTS (FAR 52.232-16) (APR 2003)</p> <p>(1) Due date. The designated payment office will make progress payments on the 7th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.</p> <p>(X) ALTERNATE I (MAR 2000) () ALTERNATE II (APR 2003) (X) ALTERNATE III (APR 2000)</p> <p>1125 - DOD PROGRESS PAYMENT RATES (DFARS 252.232-7004) (OCT 2001)</p> <p>SECTION J</p> <p>301 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:</p> <p>This solicitation consists of documents and attachments identified by an 'X' in the space provided and made a part hereof.</p> <table border="1"> <thead> <tr> <th>ATCH, FM NO.</th> <th>NAME</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>(X) DD FM 1707</td> <td>Information to (Cover Sheet)</td> <td></td> </tr> <tr> <td>() SF 33</td> <td>Offerors of Quotations 90</td> <td></td> </tr> <tr> <td>() SF 33</td> <td>Solicitation, Offer and Award</td> <td>Rev</td> </tr> <tr> <td>(X) ---</td> <td>Section B</td> <td>---</td> </tr> <tr> <td>(X) ---</td> <td>Sections C through M</td> <td>---</td> </tr> <tr> <td>() ---</td> <td>Interim Amend. No.</td> <td></td> </tr> <tr> <td>() ---</td> <td>Quality Assurance Provision (DAP)</td> <td></td> </tr> <tr> <td>No.</td> <td>Proposal Cover Sheet (Cost or Pricing Data Not Required)</td> <td>10-95</td> </tr> <tr> <td>() DSCC</td> <td>Freight Shipping Information</td> <td></td> </tr> <tr> <td>FM 1650</td> <td>Mode of Shipment</td> <td>AUG 73</td> </tr> <tr> <td>() Form</td> <td>Facilities Capital Cost of Money</td> <td>----</td> </tr> <tr> <td>CASH-CMP</td> <td>Factors</td> <td></td> </tr> <tr> <td>() DD</td> <td>Contract Facilities Capital Cost</td> <td></td> </tr> <tr> <td>Form 1841</td> <td>of Money</td> <td>APR 95</td> </tr> <tr> <td>()</td> <td></td> <td></td> </tr> <tr> <td>()</td> <td></td> <td></td> </tr> <tr> <td>() DD FM 1423</td> <td>Contract Data Requirement List</td> <td>JUN 90</td> </tr> <tr> <td>EXHIBIT No.</td> <td></td> <td></td> </tr> <tr> <td>W/ATCH No.</td> <td></td> <td></td> </tr> <tr> <td>EXHIBIT No.</td> <td></td> <td></td> </tr> <tr> <td>W/ATCH No.</td> <td></td> <td></td> </tr> <tr> <td>EXHIBIT No.</td> <td></td> <td></td> </tr> <tr> <td>W/ATCH No.</td> <td></td> <td></td> </tr> <tr> <td>EXHIBIT No.</td> <td></td> <td></td> </tr> <tr> <td>W/ATCH No.</td> <td></td> <td></td> </tr> <tr> <td>() DD FM 254</td> <td>Contract Security Classification</td> <td>DEC 99</td> </tr> <tr> <td>Specification</td> <td></td> <td></td> </tr> </tbody> </table> <p>303 - NOTICE TO CONTRACTORS AND DEFENSE FINANCE AND ACCOUNTING SERVICES (DFAS) -- Sections K, L, and M, will be deleted from any resulting award per FAR 15.204-1. Therefore, the page numbers indicated on the front of the award and on</p> <p>CONTINUED ON NEXT PAGE</p>					ATCH, FM NO.	NAME	DATE	(X) DD FM 1707	Information to (Cover Sheet)		() SF 33	Offerors of Quotations 90		() SF 33	Solicitation, Offer and Award	Rev	(X) ---	Section B	---	(X) ---	Sections C through M	---	() ---	Interim Amend. No.		() ---	Quality Assurance Provision (DAP)		No.	Proposal Cover Sheet (Cost or Pricing Data Not Required)	10-95	() DSCC	Freight Shipping Information		FM 1650	Mode of Shipment	AUG 73	() Form	Facilities Capital Cost of Money	----	CASH-CMP	Factors		() DD	Contract Facilities Capital Cost		Form 1841	of Money	APR 95	()			()			() DD FM 1423	Contract Data Requirement List	JUN 90	EXHIBIT No.			W/ATCH No.			EXHIBIT No.			W/ATCH No.			EXHIBIT No.			W/ATCH No.			EXHIBIT No.			W/ATCH No.			() DD FM 254	Contract Security Classification	DEC 99	Specification		
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